

For Division Use:
File No.: M/023/010
Effective Date: 3-30-92
DOGM Lead: _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

TRANSFER OF NOTICE OF INTENTION
LARGE MINING OPERATIONS

---ooOoo---

1. (a) Notice of intention to be transferred (file number): M/023/010
(b) Name of mining operation: Navajo Sandstone Quarry
(c) Location of mining operation (county): Juab
(d) Name, telephone number and mailing address of the operator currently holding the notice of intention (transferor):
Ash Grove Cement West, Inc. (801) 857-2380
P. O. Box 51
Nephi, Utah 84648
2. (a) Name, telephone number and mailing address of the operator acquiring the notice of intention (transferee):
Ash Grove Cement Company (801) 857-2380
P. O. Box 51
Nephi, Utah 84648
(b) Name, telephone number and address of the authorized representatives of the Transferee to whom any notices under the provisions of the Utah Mined Land Reclamation Act may be sent:
Terry R. Kerby, Technical Supervisor (801) 857-2380
P. O. Box 51
Nephi, Utah 84648
3. (a) The total disturbed area identified in the approved notice of intention: 8 acres

- (b) The actual number of acres disturbed by the operation through date of transfer: 8 acres
 - (c) Attach a legal description of above acreages as Appendix "A" and a map of suitable scale with actual disturbed areas clearly shown and identified.
4. This application must be accompanied by a fully executed and signed Reclamation Contract (Form MR-RC).

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

SWORN STATEMENT OF TRANSFEROR

I, George M. Wells being first duly sworn under oath, depose and say that I am President (officer or agent) of Ash Grove Cement West, Inc. (Corporation/Company Name); and that I am duly authorized to execute and deliver the foregoing obligations; that I have read the said application and fully know the contents thereof; that all statements contained in the transfer application are true and correct to the best of my knowledge and belief. By execution of this statement I certify that the Transferor is in full compliance with the Utah Mined Land Reclamation Act, the Rules and Regulations promulgated thereunder, and the terms and conditions of Notice of Intention No. M/023/010.

ASH GROVE CEMENT WEST, INC.

By

Signature

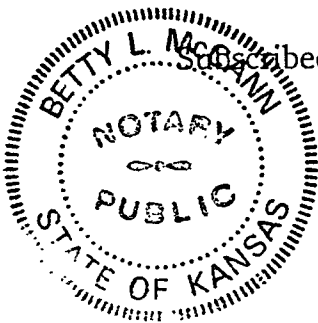
George M. Wells

Name (Typed or Print)

President

Title

Subscribed and sworn before me this 31st day of December, 1991.



Betty L. McCann
Notary Public

Residing at: Overland Park, Kansas

My commission Expires:

April 10, 1994.

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

FINAL SWORN STATEMENT OF TRANSFEREE

Donald R. Young being first duly sworn under oath, depose and say that I am Vice President - Operations (officer or agent) of Ash Grove Cement Company (Corporation/Company Name); and that I am duly authorized to execute and deliver the foregoing obligations; that I have read the application and fully understand the contents thereof; that all statements contained in the transfer application are true and correct to the best of my knowledge and belief. By execution of this statement, the Transferee agrees to be bound by the terms and conditions of Notice of Intention No. M/023/010, the Utah Mined Land Reclamation Act, and the Rules and Regulations promulgated thereunder.

ASH GROVE CEMENT COMPANY

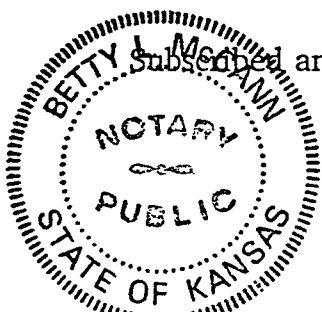
By Donald R. Young
Signature

Donald R. Young

Name (Typed or Print)

Vice President - Operations

Title



Subscribed and sworn before me this 31st day of December, 1991.

Betty L. McCann

Notary Public

Residing at: Overland Park, Kansas

My commission Expires:

April 10, 1994.

CERTIFICATION OF APPROVAL

This is to certify that I have examined the foregoing application and do hereby grant the same, subject to the following limitations and conditions:

- (a) This transfer of notice of intention grants only the right to affect the lands described in Appendix "A".
- (b) The transferee has provided to the Division a fully executed and signed Reclamation Contract (Form MR-RC). The surety shall be effective on the date of transfer.
- (c) The transferee, or such other person as required by UCA 1953, Title 40-8, has acquired legal right to mine for lands described in Appendix "A".

COMMENTS:

APPROVED:



Dianne R. Nielson, Director
Division of Oil, Gas and Mining

Effective Date:

3-30-92

NOI No.:

M/023/010

MR-TRL

- c) *NE 1/4 of Section 25, Township 13 South, Range 2 West,
SLM, Juab County, Utah.*

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/023/010
(Mineral Mined) Sandstone

"MINE LOCATION":
(Name of Mine) Navajo Sandstone Quarry
(Description) NE 1/4 of Section 25, Township
13 South, Range 2 West, SLM,
Juab County, Utah.

"DISTURBED AREA":
(Disturbed Acres) 8 acres
(Legal Description) (refer to Attachment "A")

"OPERATOR":
(Company or Name) Ash Grove Cement Company
(Address) P. O. Box 51
Nephi, Utah 84648
(Phone) (801) 857-2380

"OPERATOR'S REGISTERED AGENT":

(Name)
(Address)

C T Corporation System
50 West Broadway
Salt Lake City, Utah 84101

(Phone)

(801) 531-7090

"OPERATOR'S OFFICER(S)":

George M. Wells, President
Richard E. Cooke, Vice President - Western
Stephen E. Sheridan, Vice President - Western

"SURETY":

(Form of Surety - Exhibit B)

Bond Number _____

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Westchester Fire Insurance Company

"SURETY AMOUNT":

(Escalated Dollars)

\$15,000.00

"ESCALATION YEAR":

1994

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

EXHIBITS:

Revision Dates:

A "DISTURBED AREA":

B "SURETY":

1/01/92 _____

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Ash Grove Cement Company the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/023/010 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

1990

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Notice of Intention, and the Reclamation Plan. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Exhibit B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections

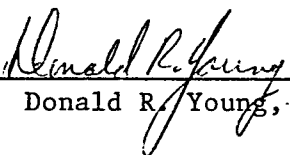
are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Division, or Board, as appropriate, may revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.

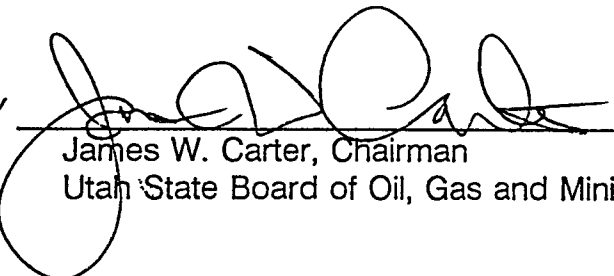
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

SO AGREED this 30 day of MARCH, 1992.

ASH GROVE CEMENT COMPANY


Operator Donald R. Young, Vice President - Operations

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY 
James W. Carter, Chairman
Utah State Board of Oil, Gas and Mining

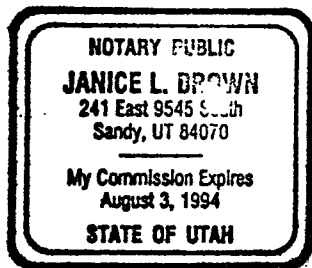
DIVISION OF OIL, GAS AND MINING:

By *Dianne R. Nielson*
Dianne R. Nielson, Director

3-30-92
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 30th day of March, 19 92, personally
appeared before me, who being duly sworn did say that he/she, the said
DIANNE R. NIELSON is the Director of the Division of Oil,
Gas and Mining, Department of Natural Resources, State of Utah, and he/she duly
acknowledge to me that he/she executed the foregoing document by authority of law
on behalf of the State of Utah.



Janice L. Brown
Notary Public
Residing at: Sandy, Utah

August 3, 1994
My Commission Expires:

OPERATOR:

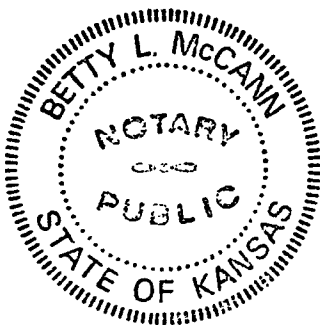
ASH GROVE CEMENT COMPANY
Operator Name

By Donald R. Young, Vice President - Operations December 31, 1991
Corporate Officer - Position Date

Donald R. Young
Signature

STATE OF KANSAS)
COUNTY OF JOHNSON) ss:

On the 31st day of December, 19 91, personally
appeared before me Donald R. Young who
being by me duly sworn did say that he/she, the said Donald R. Young
is the Vice President - Operations of Ash Grove Cement Company
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
Donald R. Young duly acknowledged to me that said
company executed the same.



Betty L. McCann
Notary Public
Residing at: Overland Park, Kansas

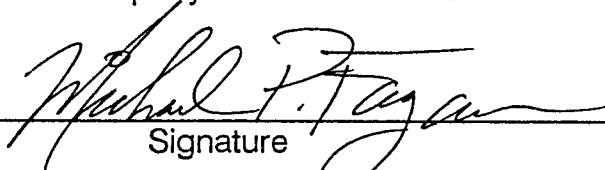
My Commission Expires: April 10, 1994

SURETY:

WESTCHESTER FIRE INSURANCE COMPANY
Surety Company

By MICHAEL P. FAGAN, ATTORNEY-IN-FACT
Company Officer - Position

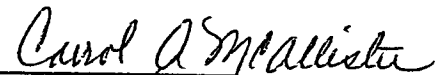
1-22-92
Date


Signature

STATE OF MISSOURI)
COUNTY OF JACKSON) ss:

On the 22nd day of JANUARY, 19 92, personally
appeared before me MICHAEL P. FAGAN who
being by me duly sworn did say that he/she, the said MICHAEL P. FAGAN
is the ATTORNEY-IN-FACT of WESTCHESTER FIRE INSURANCE COMPANY
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
MICHAEL P. FAGAN duly acknowledged to me that said
company executed the same.

CARROL A. McALLISTER
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires May 22, 1993


Notary Public
Residing at: KCMO

My Commission Expires: _____

NOTE: An affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Contract.

POWER OF ATTORNEY
WESTCHESTER FIRE INSURANCE COMPANY
PRINCIPAL OFFICE, NEW YORK, N.Y.

KNOW ALL MEN BY THESE PRESENTS: That the WESTCHESTER FIRE INSURANCE COMPANY a Corporation duly organized and existing under the laws of the State of New York, and having its administrative offices in the Township of Morris, New Jersey, has made, constituted and appointed, and does by these presents make, constitute and appoint Michael P. Fagan and Carrol A. McAllister of Mission Woods, Kansas, each

its true and lawful Agent(s) and Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver: Any and all bonds and undertakings each in a penalty not to exceed the sum of One Million and Five Hundred Thousand Dollars (\$1,500,000) SUBJECT TO THE EXCLUSIONS LISTED BELOW:

Bid, Proposal and Final Bonds and Undertakings guaranteeing contracts for the construction or erection of public or private buildings, improvements, and other works and guaranteeing public and private contracts for supplies.

and to bind the Corporation thereby as fully and to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Corporation at its offices in Morris Township, New Jersey in their own proper persons.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.


IN WITNESS WHEREOF the Westchester Fire Insurance Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of July, 1989.



Attest:

WESTCHESTER FIRE INSURANCE COMPANY


Assistant Secretary
John K. Stewart


Vice President
Richard A. Annese

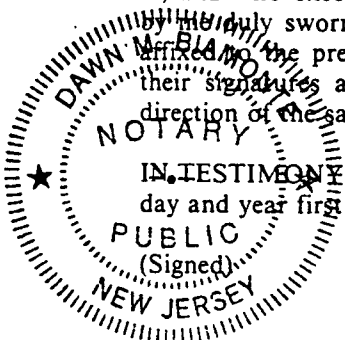
STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss.:

On this 10th day of July, 1989, before the subscriber, a duly qualified Notary Public of the State of New Jersey, came the above-mentioned Vice President and Assistant Secretary of the Westchester Fire Insurance Company, to me personally known to be the officers described in, and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at the Township of Morris, the day and year first above written.

DAWN M. BIAMONTE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 25, 1993


Notary Public



This Power of Attorney is granted pursuant to Article IV of the By-Laws of WESTCHESTER FIRE INSURANCE COMPANY as now in full force and effect.

ARTICLE IV Execution of Instruments. "The Chairman of the Board, Vice-Chairman of the Board, President, or any Vice-President, in conjunction with the Secretary, or any Secretary, if more than one shall be appointed by the Board, or an Assistant Secretary, shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation."

This Power of Attorney is signed and sealed under and by the authority of Article III, Section 9 of the By-Laws of the WESTCHESTER FIRE INSURANCE COMPANY as now in full force and effect.

ARTICLE III Section 9 Facsimile Signatures. "The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed facsimile, lithographed, or otherwise produced . . . The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued."

CERTIFICATE

State of New Jersey
County of Morris

I, the undersigned, Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing POWER OF ATTORNEY remains in full force and effect and has not been revoked and furthermore that the above quoted abstracts of Article IV and Article III, Section 9 of the By-Laws of the Corporation are now in full force and effect.

Signed and sealed at the Township of Morris, New Jersey dated 22nd
day of JANUARY, 19 92.

By Herbert H. Linder

Assistant Secretary

Herbert H. Linder

ATTACHMENT "A"

Ash Grove Cement Company
Operator

Navajo Sandstone Quarry
Mine Name

M/023/010
Permit Number

Juab County, Utah

The legal description of lands to be disturbed is:

NE 1/4 of Section 25, Township 13 South, Range 2 West,
SLM, Juab County, Utah.

Claim Name
Silica
Silica #1 (AM)

BLM Serial #
UMC 280308
UMC 279002

Millsite
Claims

LEAMINGTON

MCINTYRE

SEIER

UNION

LEAMINGTON

RIVER

PLANT

USCO

BM
4825

NATIONAL

QUARRY

REC'D. 1-27-92 w/TRANSFER

M/023/004

POWER OF ATTORNEY
THE NORTH RIVER INSURANCE COMPANY
PRINCIPAL OFFICE, TOWNSHIP OF MORRIS, N.J.

KNOW ALL MEN BY THESE PRESENTS: That THE NORTH RIVER INSURANCE COMPANY ("Company") a corporation duly organized and existing under the laws of the State of New Jersey, and having its Principal office in the Township of Morris, State of New Jersey, has made, constituted and appointed, and does by these presents make, constitute and appoint J. D. Hamlet, L. D. Beck, Betty Hahn, Eunice Menefee, K. Perez, Pat Tijerina, and John Lenheiser of Dallas, Texas, each

its true and lawful Agent(s) and Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver: Any and all bonds and undertakings -----

and to bind the Company thereby as fully and to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated.

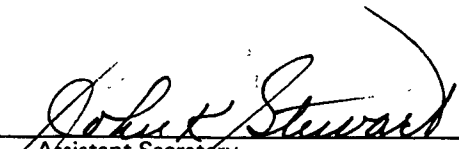
This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

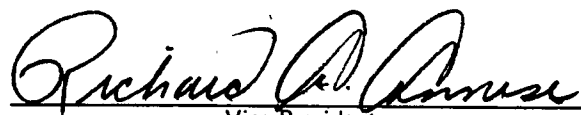
IN WITNESS WHEREOF The North River Insurance Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of August, 19 91.



Attest:

THE NORTH RIVER INSURANCE COMPANY


Assistant Secretary
John K. Stewart

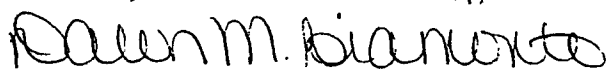

Vice President
Richard A. Annese

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss.:

On this 2nd day of August, 19 91, before the subscriber, a duly qualified Notary Public of the State of New Jersey, came the above-mentioned Vice President and Assistant Secretary of The North River Insurance Company, to me personally known to be the officers described in, and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that said Corporate Seal and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at the Township of Morris, the day and year first above written.

DAWN M. BIAMONTE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 25, 1993


Notary Public

This Power of Attorney is granted pursuant to Article V. of the By-Laws of THE NORTH RIVER INSURANCE COMPANY now in full force and effect.

ARTICLE V., Execution of Instruments: "The Chairman of the Board, Vice-Chairman of the Board, President, or any Vice-President, in conjunction with the Secretary, or any Secretary, if more than one shall be appointed by the Board, or an Assistant Secretary, shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation."

This Power of Attorney is signed and sealed under and by the authority of Article IV., Section 9. of the By-Laws of THE NORTH RIVER INSURANCE COMPANY as now in full force and effect.

ARTICLE IV. Section 9. Facsimile Signatures: "The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed facsimile, lithographed, or otherwise produced. . . . The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued."

CERTIFICATE

State of New Jersey
County of Morris

I, the undersigned, Assistant Secretary of THE NORTH RIVER INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing POWER OF ATTORNEY remains in full force and effect and has not been revoked and furthermore that the above quoted abstracts of Article V. and Article IV., Section 9. of the By-Laws of the Company are now in full force and effect.

In Testimony Whereof, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this

_____ 14th _____ day of _____ November _____ 19 91 _____

By Herbert H. Linder
Assistant Secretary
Herbert H. Linder